

INDEX

This index contains instances of the use of defined terms in this Plan of Benefits. This index does not include Benefits or excluded items.

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AUTISM SPECTRUM DISORDER AMENDMENT

Employer Name: St. John's Fire District

Employer Number: 25-53784-00 and appropriate subgroups

Effective Date: 05/01/2013

This Plan of Benefits between the Employer and the Corporation is amended as follows:

Article I – Definitions is amended by the addition of the following:

Autism Spectrum Disorder: the three following disorders as defined in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders of the American Psychiatric Association:

- A. Autistic Disorder;
- B. Asperger's Syndrome;
- C. Pervasive Developmental Disorder--Not Otherwise Specified

Behavioral Therapy: any behavioral modification using Applied Behavioral Analysis (ABA) techniques to target cognition, language, and social skills.

Behavioral Therapy does not include educational or alternative programs such as, but not limited to:

- 1. TEACCH,
- 2. Auditory Integration Therapy,
- 3. Higashi Schools/Daily Life,
- 4. Facilitated Communication,
- 5. Floor Time (DIR, Developmental Individual-difference Relationship-based model),
- 6. Relationship Development Intervention (RDI), Holding Therapy,
- 7. Movement Therapies,
- 8. Music Therapy, and
- 9. Pet Therapy.

Article I – Definitions is amended by deleting the definition of Mental Health Conditions and inserting, in lieu thereof, the following:

Mental Health Conditions: certain psychiatric disorders or conditions defined in the most current *Diagnostic and Statistical Manual of Mental Disorders* published by the American Psychiatric Association and which is not otherwise excluded by the terms and conditions of this Plan of Benefits. The conditions as mandated by the State of South Carolina are:

- 1. Bipolar Disorder;
- 2. Major Depressive Disorder;
- 3. Obsessive Compulsive Disorder;
- 4. Paranoid and Other Psychotic Disorder;
- 5. Schizoaffective Disorder;

6. Schizophrenia;
7. Anxiety Disorder;
8. Post-traumatic Stress Disorder;
9. Depression in childhood and adolescence; and
10. Autism Spectrum Disorder

Article III – Benefits is amended by the addition of the following:

Behavioral Therapy Related to Autism Spectrum Disorder

Coverage for Behavioral Therapy for Autism Spectrum Disorder is subject to a maximum benefit as shown in the Schedule of Benefits.

Services must be provided by or under direction of an approved Participating Provider. Pre-Authorization requests and treatment plans must be submitted to Companion Benefit Alternatives. Companion Benefit Alternatives is a separate company that provides utilization management for behavioral health services on behalf of BlueCross BlueShield of South Carolina.

**BLUE CROSS AND BLUE SHIELD
OF SOUTH CAROLINA**

An Independent Licensee of the Blue Cross
and Blue Shield Association

By: _____



Title: President
Blue Cross and Blue Shield Division

AMENDMENT**Employer Name:** St. John's Fire District**Employer Number:** 25-53784-00 and appropriate subgroups**Effective Date:** 05/01/2013

The Plan of Benefits between the Employer and the Corporation is amended as follows:

The first paragraph in the section entitled **ARTICLE IV – EXCLUSIONS AND LIMITATIONS** is deleted in its entirety and the following substituted therefore:

REGARDLESS OF LANGUAGE CONTAINED ELSEWHERE IN THIS PLAN OF BENEFITS, THE FOLLOWING ARE NOT BENEFITS UNDER THIS PLAN OF BENEFITS. THE ONLY EXCEPTIONS TO THIS ARE AS FOLLOWS: (1) WHERE SUCH ITEMS ARE SPECIFICALLY INCLUDED (UP TO THE CORRESPONDING DOLLAR AMOUNT AND/OR COVERAGE PERCENTAGE) IN THE SCHEDULE OF BENEFITS OR IN ARTICLE III-BENEFITS, (2) SERVICES RENDERED BY A HEALTH CARE PROVIDER AS PART OF A PHYSICIAN INCENTIVE PROGRAM (E.G. PATIENT-CENTERED MEDICAL HOME PROGRAM), AN ACCOUNTABLE CARE ORGANIZATION OR EPISODE-BASED ARRANGEMENT OR (3) AS THE LAW REQUIRES (I.E. INTENTIONAL OR UNREASONABLE INJURIES OR ILLNESSES THAT RESULT FROM MEDICAL CONDITIONS OR DOMESTIC VIOLENCE). SUBJECT TO THE ABOVE-LISTED EXCEPTIONS, THE CORPORATION WILL NOT PAY ANY AMOUNT FOR THE FOLLOWING:

**BLUE CROSS AND BLUE SHIELD
OF SOUTH CAROLINA**

An Independent Licensee of the Blue Cross
and Blue Shield Association

By:  _____

Title: President
Blue Cross and Blue Shield Division

THIS IS AN AMENDMENT TO YOUR PRESENT HEALTH PLAN OF BENEFITS.

AMENDMENT

Employer Name: St. John's Fire District

Employer Number: 25-53784-00 and appropriate subgroups

Effective Date: 05/01/2013

The Plan of Benefits between the Employer and the Corporation is amended as follows:

Paragraph E. 6.in **ARTICLE II – ELIGIBILITY FOR COVERAGE** is deleted in its entirety and the following substituted therefore:

6. Special Enrollment.

In addition to enrollment under Article II (E) (2-5), the Corporation shall permit an Employee or Dependent who is not enrolled to enroll if each of the following is met:

- a. The Employee or Dependent was covered under a Group Health Plan or had Creditable Coverage at the time coverage was previously offered to the Employee or Dependent; and
- b. The Employee stated in writing at the time of enrollment, that the reason for declining enrollment was because the Employee or Dependent was covered under a Group Health Plan or had Creditable Coverage at that time. This requirement shall only apply if the Employer required such a statement at the time the Employee declined coverage and provided the Employee with notice of the requirement and the consequences of the requirement at the time; and
- c. The Employee or Dependent's coverage described above:
 - i. Was under a COBRA continuation provision and the coverage under the provision was exhausted; or
 - ii. Was not under a COBRA continuation provision described in section 6(c)(i), above, and either the coverage was terminated as a result of loss of eligibility for the coverage (including as a result of legal separation, divorce, death, termination of employment), or reduction in the number of hours of employment, or if the employer's contributions toward the coverage were terminated; or
 - iii. Was one of multiple Plans offered by an employer and the Employee elected a different plan during an open enrollment period or when an employer terminates all similarly situated individuals; or
 - iv. Was under a HMO that no longer serves the area in which the Employee lives, works or resides; or
 - v. Was under a Plan where the Member incurs a claim that would meet or exceed a lifetime limit on all benefits. The Special Enrollment period is continued until at least thirty (30) days after a claim is denied due to the operation of the lifetime limit on all benefits.
 - vi. Under the terms of the Plan, the Employee requests the enrollment not later than thirty-one (31) days after date of exhaustion described in 6(c)(i) above, or termination of coverage or Employer contribution described in 6(c)(ii) above.

- d. Medicaid or SCHIP Coverage
 - i. The Employee or Dependent was covered under a Medicaid or SCHIP plan and coverage was terminated due to loss of eligibility; or
 - ii. The Employee or Dependent becomes eligible for assistance under a Medicaid or SCHIP plan; and
 - iii. The Employee or Dependent requests such enrollment not more than sixty (60) days after either:
 - (a) date of termination of Medicaid or SCHIP coverage; or
 - (b) determination that the Employee or Dependent is eligible for such assistance.

The above list is not an all-inclusive list of situations when an Employee or Dependent loses eligibility. For situations other than those listed above see the Employer.

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and Blue Shield Association

By:  _____

Title: President
Blue Cross and Blue Shield Division

THIS IS AN AMENDMENT TO YOUR PRESENT HEALTH PLAN OF BENEFITS.

AMENDMENT

Employer Name: St. John's Fire District
Employer Number: 25-53784-00 and appropriate subgroups
Effective Date: 05/01/2013

The Plan of Benefits between the Employer and the Corporation is amended as follows:

Article IV- EXCLUSIONS AND LIMITATIONS is amended by deleting the following terms and inserting, in lieu thereof, the following:

PSYCHOLOGICAL AND EDUCATIONAL TESTING

Psychological or educational diagnostic testing to determine job or occupational placement, school placement or for other educational purposes, or to determine if a learning disability exists.

RELATIONSHIP COUNSELING

Relationship counseling, including marriage counseling, for the treatment of pre-marital, marital or relationship dysfunction.

SERVICES FOR CERTAIN DIAGNOSES OR DISORDERS

Medical Supplies or services or charges for the diagnosis or treatment of sexual and gender identity disorders, personality disorders, learning disorders, dissociative disorders, developmental speech delay, communication disorders, developmental coordination disorders, mental retardation or vocational rehabilitation.

Article IV- EXCLUSIONS AND LIMITATIONS is amended by the addition of the following:

BIO-FEEDBACK SERVICES

Bio-feedback when related to psychological services.

SERVICES FOR COUNSELING OR PSYCHOTHERAPY

Counseling and psychotherapy services for the following conditions are not covered:

1. Feeding and eating disorders in early childhood and infancy;
2. Tic disorders except when related to Tourette's disorder;
3. Elimination disorders;
4. Mental disorders due to a general medical condition;
5. Sexual function disorders;
6. Sleep disorders;
7. Medication induced movement disorders; or
8. Nicotine dependence unless specifically listed as a Benefit in Article III of this Plan of Benefits or on the Schedule of Benefits.

**BLUE CROSS AND BLUE SHIELD
OF SOUTH CAROLINA**

An Independent Licensee of the Blue Cross
and Blue Shield Association

By: _____



Title: President
Blue Cross and Blue Shield Division

THIS IS AN AMENDMENT TO YOUR PRESENT HEALTH PLAN OF BENEFITS.

PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) AMENDMENT

Employer Name: St. John's Fire District

Employer Number: 25-53784-00 and appropriate subgroups

Effective Date: 05/01/2013

Section 2, Employer Responsibilities, in the Master Group Contract is updated by the addition of the following:

- G. To distribute any Member notices required under the Patient Protection and Affordable Care Act (PPACA).

Section 6, Termination, in the Master Group Contract is amended by the deletion of paragraph F. in its entirety and the following substituted therefore:

- F. Retroactive Termination/Rescissions. It is the Employer's responsibility to ensure any retroactive Member termination forwarded to the Corporation is in compliance with federal law, specifically, that such termination was due to either:
- a. A Member's fraudulent act, practice or omission, or
 - b. A Member's intentional misrepresentation of material fact, or
 - c. A Member's failure to timely pay required premiums or contributions towards the cost of coverage.

The Employer is solely responsible for providing to the Member any notice related to retroactive terminations or rescissions that are required by law.

- G. Notice of Termination to Members.

(a) Other than as expressly required by law, if this Contract or this Plan of Benefits is terminated for any reason, the Employer is solely responsible for notifying all Members of such termination and coverage of Members will not continue beyond the termination date.

(b) The Employer agrees to indemnify and hold the Corporation harmless for all damages, claims, causes of action, costs and expenses (including a reasonable attorney's fee) arising out of or relating to the Employer's failure to notify Members of termination of this Contract or this Plan of Benefits, or any other notification required to be given to Members by the Employer.

The Plan of Benefits between the Employer and the Corporation is amended as follows:

ARTICLE I - DEFINITIONS is amended by the deletion of the term **Lifetime Maximum**.

The following definitions in **ARTICLE I – DEFINITIONS** are deleted in their entirety and the following substituted therefore:

Child: An Employee's child, whether a natural child, adopted child, foster child, stepchild, or child for whom an Employee has custody or legal guardianship. The term “Child” also includes an Incapacitated Dependent, a Child who is on a Medically Necessary Leave of Absence, a child of a divorced or divorcing Employee who, under a Qualified Medical Child Support Order, has a right to enroll under the Employer’s Group Health Plan. The term “Child” does not include the spouse of an eligible child.

Under the Patient Protection and Affordable Care Act and the Health Coverage and the Education Reconciliation Act, a child does not include an individual who is eligible for other employer sponsored coverage if the group health plan is grandfathered plan beginning for plan years before January 1, 2014.

Dependent: an individual who is:

1. An Employee's spouse; or
2. A Child under the age set forth on the Schedule of Benefits; or
3. A Child who is on a physician approved, Medically Necessary Leave of Absence; or
4. An Incapacitated Dependent.

Late Enrollee: an Employee (or Member 19 or over) who enrolls for coverage under this Plan of Benefits other than during:

1. The first period in which the Employee or Dependent is eligible to enroll if such initial enrollment period is a period of at least thirty (30) days; or
2. A special enrollment period (as set forth in Article II (E)(6)).

Pre-Existing Condition Waiting Period: the period (as set forth on the Schedule of Benefits) during which this Plan of Benefits will not provide Benefits to a Member who is age 19 or older for Pre-Existing Conditions, not to exceed twelve (12) months without medical care, treatment or supplies ending after the Member Effective Date of coverage or twelve (12) months after the Enrollment Date, whichever occurs first or eighteen (18) months after the Enrollment Date for a late enrollee.

The following definition is added to **ARTICLE I – DEFINITIONS**:

Restricted Annual Dollar Limit: means the total Benefits (under this Group Health Plan) to which a Member is entitled to each Benefit Year for essential health benefits as defined under the (PPACA). The restricted annual dollar limit is for Benefit Years beginning on or after September 23, 2010, but prior to January 1, 2014. Refer to the Schedule of Benefits for the restricted annual dollar limit.

The following is added to paragraph **A. ELIGIBILITY** in **ARTICLE II – ELIGIBILITY FOR COVERAGE**:

4. Probationary Periods and/or contribution levels will not be based on any factor which discriminates in favor of higher wage employees as required under PPACA.

The following is added to paragraph **B. PRE-EXISTING CONDITION WAITING PERIOD** in **ARTICLE II – ELIGIBILITY FOR COVERAGE**: